

Request for Approval of Form Contracts for Lighting Service

COVER SHEET

NUMBER: 2009 - - E

Email: chad.burgess@scana.com

DOCKETING INFORMATION (Check all that apply)☐ **Other:**

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input checked="" type="checkbox"/> Letter	<input checked="" type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		



K. Chad Burgess
Senior Counsel

chad.burgess@scana.com

July 17, 2009

VIA ELECTRONIC FILING

The Honorable Charles Terreni
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive (29210)
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: South Carolina Electric & Gas Company
Request for Approval of Form Contracts for Lighting Service

Dear Mr. Terreni:

South Carolina Electric & Gas Company ("SCE&G") recently revised its form contracts for lighting service entitled "Agreement for Private Security Lighting" and "Agreement Covering Area Lighting." Pursuant to 26 S.C. Code Ann. Reg. 103-346, SCE&G hereby files and seeks approval of these form contracts for lighting service.

By copy of this letter and in compliance with Regulation 103-346, we are also serving counsel for the South Carolina Office of Regulatory Staff with a copy of the form contracts for lighting service.

Thank you for your consideration of this matter. If you have any questions, please do not hesitate to contact us.

Very truly yours,

K. Chad Burgess

KCB/kms
Enclosures

cc: Shannon Bowyer Hudson, Esquire
(via hand delivery w/enclosures)

AGREEMENT FOR PRIVATE SECURITY LIGHTING SERVICE

THIS AGREEMENT made this ___ day of _____ by and between South Carolina Electric & Gas Company, for itself, its successors and assigns hereinafter called "Company" and _____ located at _____, South Carolina, hereinafter called "Customer".

It being agreed and understood that:

1. **EQUIPMENT:** Company will install and maintain standard light(s) and pole(s) as follows:

Qty	Type Luminaire(s)/Pole(s)	Rate	Lease Charges/Month
	100 Watt Metal Halide, 9,000 Lumens	26	\$
	150 Watt High Pressure Sodium, 15,000 Lumens	26	\$
	320 Watt Metal Halide, 30,000 Lumens	25	\$
	400 Watt High Pressure Sodium, 45,000 Lumens	25	\$
	30' Wooden Pole	26	\$
	35' Wooden Pole	26	\$
	25' Fiberglass Pole	26	\$
	Other:		
TOTAL LEASE CHARGES PER MONTH:			

All charges are subject to S.C. sales tax and all other applicable fees. These charges are in accordance with Company's published rates. Company will retain ownership of facilities installed on Customer's premises.

2. **LIGHTING SERVICE:** Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.
3. **TERM:** The initial term of the Agreement is for five (5) years, beginning on the date service is established, and Agreement continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate the Agreement, except as noted in Item 5 below.
4. **DEPOSIT:** Customer will make a deposit of \$_____ before commencement of the lighting installation. Deposit will be refunded, together with any interest then due, less any monies owed for service, at the end of the Agreement term, provided Customer's payment history has been satisfactory. If the revenue due for the remainder of Agreement, at time of cancellation, is less than the termination charge, the smaller figure shall be applied. Company reserves the right to terminate this Agreement and remove the lighting facilities at any time at its sole discretion. In this event, no termination charge will be applied.
5. **EARLY TERMINATION CHARGE:** Customer requested cancellation of this Agreement prior to expiration of the initial Agreement term as noted in Item 3 above will result in an early termination charge of \$_____. If the revenue due for the remainder of Agreement, at time of cancellation, is less than the termination charge, the smaller figure shall be applied. The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; or 3) discontinuation of access. In the event of default by Customer, Company reserves the right to terminate this Agreement, upon written notice to Customer and the early termination charges shall apply. Company reserves the right to terminate this Agreement, for its convenience and due to no fault by Customer, and remove the lighting facilities, in which event no early termination charge shall be applied.
6. **RIGHT OF WAY:** Customer hereby grants Company free access and right of way to maintain, install and remove any and all luminaires, poles, conductors and appurtenances associated with the lighting facilities contained within this Agreement. If vegetation prevents access, Company may use reasonable means to remove vegetation to gain access.
7. **INSTALLATION AND MAINTENANCE:** Customer is responsible for locating and marking all facilities, (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for: 1) notification to Company of any non-functioning or mal-functioning luminaires; 2) obtaining all applicable governmental permissions; 3) compliance with any governmental ordinances; and 4) payment to Company any and all costs associated with change-out of lighting fixtures associated with Customer's non-compliance noted above. Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances, including replacement of Company's standard lamps, photocells, poles, fixtures, conductors, conduit and electrical connections due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all replacement work that is not recovered by Company from third party tortfeasors. Company will not be responsible for any landscape or

pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

Customer Initials/Date

8. **RELOCATION:** If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.
9. **RATES AND TERMS:** The Rates and Terms under this Agreement are in accordance with Company's published Rates and General Terms and Conditions which are incorporated herein by reference and are available upon request. Rates and Terms are subject to change at any time by the South Carolina Public Service Commission in the manner prescribed by law.
10. **LIMITATION OF LIABILITY:** THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE. CUSTOMER AGREES TO INDEMNIFY COMPANY IN THE EVENT THAT A THIRD PARTY SHOULD BRING A CLAIM AGAINST COMPANY ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

11. **WARRANTIES:** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

OTHER CONSIDERATIONS: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

BY: _____
NAME: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

CUSTOMER

BY: _____
NAME: _____
PRINT NAME: _____
TITLE: _____
DATE: _____
MAILING ADDRESS: _____

ACCOUNT NO: _____

AGREEMENT COVERING AREA LIGHTING

(Customer Name)
(Customer Street Address)
(Customer City, State, Zip)

THIS AGREEMENT is entered into and effective this ____ day of _____, 200__, by and between "Customer", _____ and South Carolina Electric & Gas Company, "Company".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follow, namely:

ARTICLE I

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.

ARTICLE II

RATE: Customer shall be billed in accordance with Company's "Underground Street Lighting" Rate 18, attached hereto and incorporated herein by reference which is currently \$____. per luminaire and pole per month, based on the current rate. Customer's current monthly lighting charges for this project will total \$____. plus S.C. sales tax and all other applicable fees. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), in the manner prescribed by law. Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the Commission as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are made a part of this Agreement as attached.

Rate	Item	Cost	Qty	Total
	Fixture	\$		\$
	Pole	\$		\$
			Total	\$

AGREEMENT COVERING AREA LIGHTING

(Customer Name)
(Customer Street Address)
(Customer City, State, Zip)

THIS AGREEMENT is entered into and effective this ____ day of _____, 200_, by and between "Customer", _____ and South Carolina Electric & Gas Company, "Company".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follow, namely:

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Rate	Item	Cost	Qty	Total
	Fixture	\$		\$
	Pole	\$		\$
			Total	\$

ARTICLE III

(Select option 1, option 2 or option 3 and/or option 4)

AID-TO-CONSTRUCTION: Customer has requested and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore no aid to construction is required for this project.

OR

AID-TO-CONSTRUCTION: Customer has requested and Company has agreed to install facilities. The installation cost requires an aid to construction in the amount of \$_____ to be paid by Customer to Company prior to installation.

OR

AID-TO-CONSTRUCTION: Customer has requested and Company has agreed to install facilities. The installation cost requires an aid to construction in the amount of \$_____ to be paid by Customer to Company prior to installation. This contribution includes the cost to purchase non-standard equipment and a onetime fee for lifetime use of receptacles.

OR

The following sentence can be added to any of the three (3) options above as applicable.

CONDUIT: Customer agrees to provide and install all two (2) inch schedule 40 gray electrical PVC lighting conduit to Company specification. Company shall assume no responsibility for repairs to or replacement of damaged conduit.

ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to provide and install underground wiring and appurtenances for _____ (amount and description of fixture(s) and pole(s)). This lighting installation will be located at _____ (Service Address – not mailing address) located in _____, (City), South Carolina as detailed in Company drawing _____. The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of luminaires and poles. Customer must notify Company of any non-functioning or mal-functioning luminaires. Company will not be responsible for any landscape or

pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

Customer Initial/Date

ARTICLE V

REPLACEMENT AND MAINTENANCE - ORDINARY: Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances. This shall include the replacement of lamps, photocells, conductor, and conduit and electrical connections. The replacement lamps shall be limited to Company's standard _____ (lamp description) and the replacement photocells shall be limited to Company's standard twist-lock photocell. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company, as non-standard equipment is not kept in Company inventory. Company shall retain ownership of these facilities located on Customer's premises. If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

ARTICLE VI

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: Company is responsible for the replacement and maintenance of extraordinary equipment and appurtenances, which shall include the replacement of the luminaires and poles and other associated equipment due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third parties tortfeasors. If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

ARTICLE VII

TERM: This contract shall continue for the full initial term of ten (10) years and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

ARTICLE VIII

TERMINATION FOR DEFAULT BY CUSTOMER: The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article IX shall apply.

ARTICLE IX

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge excluding fuel for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

ARTICLE X

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE. CUSTOMER AGREES TO INDEMNIFY COMPANY IN THE EVENT THAT A THIRD PARTY SHOULD BRING A CLAIM AGAINST COMPANY ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

ARTICLE XI

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

ARTICLE XII

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement.

ARTICLE XIII

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

ARTICLE XIV

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

ARTICLE XV

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

ARTICLE XVI

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

ARTICLE XVII

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

ARTICLE XVIII

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

ARTICLE XIX

SPECIAL LANGUAGE – *The following language is only used on an as needed basis as it may apply.*

NON-STANDARD EQUIPMENT: These luminaires and/or poles are considered non-standard (non-stock) equipment, and Customer accepts that replacements will not be readily available (six weeks typical delivery time) and may not be exact duplicates of originals.

(CUSTOMER NAME)

By: _____

(Print Name): _____

Title: _____

Date: _____

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____

(Print Name): Daniel F. Kassis

Title: General Manager of Electric Service Coordination

Date: _____

Contract No.